

airports as it sees fit, regardless of the desires or views of the concessionaire, and without interference or hindrance, provided; however, that in no event can the County deprive the concessionaire of reasonable and direct routs of ingress and egress to the premises. .

12. Terminal Area Planning - Lessee acknowledges that Monroe County has Master Plans including terminal area revisions. Lessee hereby agrees to cooperate to the fullest with the County, especially in those areas of terminal improvements which may at some time cause relocation of rental car facilities. The County will provide space for rental car facilities in any new terminal area. Costs for relocation will be borne by the County.

13. Utilities - Electricity and water will be supplied to the leasehold area by the Lessor. A monthly fee will be charged for the use of a trash dumpster which will be shared by all airline terminal tenants.

14. Lessee's Obligations - Lessee covenants and agrees:

(a) to pay the rent and other charges herein reserved at such times and places as the same are payable;

(b) to pay all charges for the trash dumpster assessed to him;

(c) to make no alterations, additions, or improvements to the demised premises without the prior written consent of Lessor, which consent shall not be unreasonable withheld;

(d) to keep and maintain the demised premises in good condition, order, and repair during the term of this Agreement, and to surrender the same upon the expiration of the term in the condition in which they are required to be kept, reasonable wear and tear and damage by casualty, not caused by Lessee's negligence, riot and civil commotion, excepted;

(e) to observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations, and standards applicable to Lessee or its use of the demised premises, including, but not limited to, rules and regulations promulgated from time to time by or at the direction of Lessor for administration of the Airport;

(f) to pay all taxes assessed or imposed by any governmental authority upon any building or other improvements erected or installed on the demised premises during the term of this Agreement;

(g) to carry fire and extended coverage insurance, if obtainable, on all fixed improvements erected by Lessee on the demised premises to the full insurable value hereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property, but in no event an amount in excess of Lessee's original cost of constructing said fixed improvements; and,

(h) to control the conduct, manner, and appearance of its officers, agents and employees, and any objection from the Director of Airports concerning the conduct, manner or appearance of such persons, concessionaire shall forthwith take steps necessary to remove the cause of the objection.

15. Lessor's Inspection and Maintenance - Lessor and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

(a) to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto; or

(b) to perform essential maintenance, repair, relocation, or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the demised premises, and to construct, maintain, repair relocate and remove such facilities in future if necessary to carry out the master plan of development of the Airport, provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee, and provided further, that the entire cost of such work, including but not

limited to the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the demised premises by Lessor, Lessee or third parties, as a result of the exercise by Lessor of its rights hereunder, and the repair of all damage to such fixed improvements caused thereby, shall be borne solely by Lessor.

16. Indemnification - Lessee shall indemnify and hold Lessor forever harmless from and against all liability imposed upon Lessor by reason of legal liability for injuries to persons, or wrongful death, and damages to property caused by Lessee's operations or activities on such premises or elsewhere at the Airport, provided that Lessor shall give Lessee prompt and timely notice of any claim made against Lessor which may result in a judgment against lessor because of such injury or damage and promptly deliver to Lessee any papers, notices, documents, summonses, or other legal process whatsoever served upon Lessor or its agents, and provided, further, that Lessee and its insurer, or either of them, shall have the right to investigate, compromise, or defend all claims, actions, suits, and proceedings to the extent of Lessee's interest therein; and in connection therewith the parties hereto agree to faithfully cooperate with each other and with Lessee's insurer or agents in any said action.

17. Liability Insurance - The Lessee agrees to indemnify and hold the County of Monroe free and harmless from any and all claims, suits, loss or damage, or injury to persons or property of whatsoever kind and nature in its operation, construction, and maintenance of this concession or in the exclusively occupied area of the concessionaire.

A. GENERAL

The Lessee shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) through (4) inclusive below.

The Lessee shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of the types and to the limits specified in paragraphs (1) through (4) inclusive below. It shall be the responsibility of the concessionaire to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors.

**B. COVERAGE**

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

(1) Workmen's compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. In addition, the policy must include Employers' Liability with a limit of \$100,000 each accident.

(2) Comprehensive General Liability - Coverage must include:

a. Minimum limits of \$100,000 per person and \$300,000 per occurrence for Bodily Injury Liability and \$25,000 for Property Damage Liability.

b. Premises and/or Operations.

c. Independent Contractors.

d. Products and/or Completed Operations.

e. Additional Insured - Monroe County is to specifically be included as an additional insured (including products).

(3) Business Auto Policy - Coverage must include:

a. Minimum Limits of \$100,000 per person and \$300,000 per occurrence for Bodily Injury Liability and \$25,000 for Property Damage Liability.

b. Owned Vehicles.

c. Hired and Non-Owned Vehicles.

d. Employer Non-Ownership.

(4) Certificate of Insurance - Certificates of all insurance required from the Lessee shall be filed with the County. Certificates from the insurance carrier, stating the types of coverage provided, limits

of liability, and expiration dates, shall be filed with the County before operations are commenced. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this contract and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract.

If the initial insurance expires prior to the completion of the contract, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

18. Non Discrimination - Lessee shall furnish all services authorized under this agreement on a fair, equal, and non-discriminatory basis to all persons or users thereof, charging fair, reasonable, and non-discriminatory prices for all items and services which it is permitted to sell or render under the provisions hereof. Provided, however, that nothing contained in this paragraph or in any other paragraph of this Agreement shall be construed as requiring the Lessee to seek approval by Monroe County before or after Lessee establishes or alters its rental car rates.

19. Rules and Regulations - Lessee agrees to observe and obey, during the term of the contract, all laws, ordinances, rules and regulations promulgated and enforced by the County and any other proper authority having jurisdiction over the conduct of the operations at the airports. Within thirty (30) days from the date of this contract, the County shall provide the Lessee a written list of all rules and regulations which it has promulgated up until that time and which will effect the Lessee's operations hereunder. In the event new rules and regulations are contemplated, written notice of same shall be furnished to Lessee, and Lessee will be given thirty (30) days to comply. In the event that Lessee should determine that any contemplated rule or regulation unreasonably hinders him in his operation under this Lease, the Lessee shall so notify the County, and the parties hereto agree that any problems arising incident thereto

will, as much as possible, be worked out between the parties without the necessity to resort to further legal remedies.

20. Furnishing of Service - The Lessee further covenants and agrees that he will, at all times during the continuance of the term, hereby demised and any renewal or extension thereof, conduct, operate, and maintain for the benefit of the public, the rental car concession provided for as described herein, and all aspects and parts and services thereof as hereinabove defined and set forth, and will make all such facilities and services available to the public and that he will devote his best efforts for the accomplishments of such purposes.

21. United States' Requirements - This Lease shall be subject and subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport, provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Lessee in and to the demised premise and improvements thereon, and to compensation for the taking thereof, and payment for interference therewith and for damage thereto, caused by such agreement or by actions of the Lessor or the United States pursuant thereto.

22. Lessor's Covenants - The Lessor covenants and agrees that:

(a) Lessor is the lawful owner of the property demised hereby, that it has lawful possession thereof, and has good and lawful authority to execute this Lease; and,

(b) throughout the term hereof Lessee may have, hold and enjoy peaceful and uninterrupted possession of the premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.

23. Cancellation by Lessor - If any of the following events occur, the Lessee shall be deemed to be in default of its obligations under the agreement, in which case Monroe County shall give the Lessee notice in writing to cure such default within thirty

days, or the concession will be automatically cancelled at the end of that time and such cancellation will be without forfeiture, waiver, or release of the County's right to any sum of money due pursuant to this agreement for the full term hereof:

(a) if Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization of the readjustment of its indebtedness under the Federal Bankruptcy Laws or any other similar law or statute of the United States or any state, or government, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of Lessee;

(b) if by order or decree of a court of competent jurisdiction Lessee shall be adjudged bankrupt or an order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws or any law or statute of the United States or any state, territory, or possession thereof or under the law of any other state, nation, or government, provided, that if any such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation given shall be and become void and of no effect;

(c) if by or pursuant to any order or decree of any court of governmental authority, board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided, that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee diligently and in good faith contest the same, any notice of cancellation shall be and become null, void and no effect;

(d) if Lessee fails to pay the rental charges or other money payments required by this instrument and such failure shall not be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor so to do;

(e) if Lessee defaults in fulfilling any of the terms, covenants, or conditions required of it hereunder and fails to remedy said default within thirty (30) days following receipt by Lessee of written demand from Lessor so to do, or if, by reason of the nature of such default the same cannot be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor so to do, then, if Lessee shall have failed to commence the remedying of such default within said thirty (30) days following such written notice, or having so com-

menced, shall fail thereafter to continue with diligence the curing thereof. (f) If the Lessee shall desert or abandon the premises for seven (7) consecutive calendar days; or

(g) If the concession or the estate of the Lessee hereunder shall be transferred, subleased, or assigned in any manner except in the manner as herein permitted; or

(h) If the Lessee shall fail to pay any validly imposed tax; assessments; utility rent, rate, or charge; or other governmental imposition; or any other charge or lien against the premises leased hereunder within any grace period allowed by law, or by the governmental authority imposing the same, during which payment is permitted without penalty or interest; in complying with this subparagraph the Lessee does not waive his right to protest such tax, assessment, rent, rate or charge; or

(i) If the Lessee fails to provide service as required by specifications on five days during any thirty day period, unless such failure is caused by an act of God, national emergency or a labor strike of which the Lessee has given the County immediate notice, the concession may be cancelled within thirty days of the giving of notice by the County and the Lessee shall not be permitted to cure such default.

24. Additional Remedies - In the event of a breach or a threatened breach by Lessee of any of the agreements, terms, covenants, and conditions hereof, the County shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or inequity, as if specific remedies, indemnity or reimbursement were not herein provided. The rights and remedies given to Monroe County are distinct, separate and cumulative, and no one of them, whether or not exercised by the County, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided. No receipt of monies of Monroe County from Lessee after the cancellation or termination hereof shall reinstate, continue or extend the term, or affect any notice previously given to Lessee, or operate as a waiver of the right of the County to enforce the payment of rentals and other charges then due or thereafter falling due, or operate as a waiver of the right of the County to recover possession of the premises by suit or otherwise. It is agreed that, after the service of notice to cancel or terminate



as herein provided, or after the commencement of any proceeding, or after a final order for possession of the premises, the County may demand and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, or order; and any and all such monies and occupation of the premises, or at the election of the County on account of Lessee's liability hereunder. The parties agree that any litigation arising out of the agreement shall be brought in Monroe County, Florida, and determined under the laws of the State of Florida, Lessee will pay any reasonable attorney's fees incurred if the County prevails in the enforcement of the agreement, regardless of whether or not a lawsuit is filed, including but not limited to all costs and attorney's fees incurred in collecting, trial, bankruptcy or reorganization proceedings or appeal of any matter hereunder and all cost, charges and expenses incurred herein.

25. Cancellation by Lessee - Lessee shall have the right, upon written notice to Lessor, to cancel this Agreement in its entirety upon or after the happening of one or more of the following events, if said event or events is then continuing:

(a) the issuance by any court of apparent competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the demised premises or preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least one hundred twenty (120) days;

(b) the default of Lessor in the performance of any of the terms, covenants, or conditions required of it under this instrument and the failure of Lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee so to do, except that if by reason of the nature of such default, the same cannot be cured within said thirty (30) days, then Lessee shall have the right to cancel if Lessor shall have failed to commence to remedy such default within said thirty (30) days following receipt of such written demand, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;

(c) the inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (1) any law,

(ii) any rule, order, judgment, decree, regulation, or other action or non-action of any Governmental authority, board, agency or officer having jurisdiction thereof; (d) if the fixed improvements placed upon the demised premises are totally destroyed, or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition as to which Lessee is the sole judge. In any such case, the proceeds of insurance, if any, payable by reason of such loss shall be apportioned between Lessor and Lessee, Lessor receiving the same proportion of such proceeds as the then expired portion of the Lease term bears to the full term hereby granted, and Lessee receiving the balance thereof. If the damage results from an insurable cause and is only partial and such that the said fixed improvements can be restored to their prior condition within a reasonable time, then Lessee shall restore the same with reasonable promptness, and shall be entitled to receive and apply the proceeds of any insurance covering such loss to said restoration, in which event this Agreement shall not be cancelled but shall continue in full force and effect, and in such case any excess thereof shall belong to Lessee;

(e) in the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government, or any state or local government occupies the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, or normal civilian traffic at the Airport or the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automotive fuel, supplies, or parts for general public use, and any of said events results in material interference with Lessee's normal business operations or substantial diminution of Lessee's gross revenue from its automobile rental concession at the Airport, continuing for a period in excess of fifteen (15) days;

(f) in the event that at any time prior to or during the term of this agreement, Lessee's presently existing right to operate an automobile rental concession at the Airport is withdrawn, cancelled, terminated, or not renewed by Lessor;

(g) the taking of the whole or any part of the demised premises by the exercise of any right of condemnation or eminent domain;

(h) if at any time during the basic term or option term of this Lease a majority of the scheduled air transportation serving the local area no longer operates from the Airport; or,

(i) if at any time during the basic term hereof or the option periods, the Airport or terminal building is removed to a place ---

than three (3) road miles distant from its present location.

26. Lessee's Reserved Rights - Nothing contained in this Agreement shall limit or restrict in any way such lawful rights as Lessee may have now or in the future to maintain claims against the federal, state, or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the demised premises, including fixed improvements thereon, or of all or a material part of the Airport with adverse effects upon Lessee's use and enjoyment of the demised premises for the purposes hereinabove set forth; and Lessor hereby agrees to cooperate with Lessee in the maintenance of any just claim of said nature, and to refrain from hindering, opposing, or obstructing the maintenance thereby by Lessee.

27. Assignment and Subletting - It is expressly agreed and understood that any and all obligations of Lessee hereunder maybe fulfilled or discharged either by Lessee or by a Licensee member of Avis Rent A Car System, Inc., and that any and all privileges of every kind granted Lessee hereunder extends to any Licensee appointed; provided, however, that notwithstanding the method of operation employed by Lessee hereunder Lessee always shall continue to remain directly liable to Lessor for the performance of all terms and conditions of this Lease. Except as hereinabove set out the premises may not be sublet, in whole or in part, and Lessee shall not assign this agreement without prior written consent of Lessor, nor permit any transfer by operation of law of Lessee's interest created hereby, other than by merger or consolidation.

28. Other Use - Lessee shall not use or permit the use of the demised premises or any part thereof for any purpose or use other than as authorized by this Agreement.

29. Liens - Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or sub-contractors

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upon the demised premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of Lessee.

30. Time - In computing Lessee's time within which to commence construction of any fixed improvements or to cure any default as required by this Lease, there shall be excluded all delays due to strikes, lockouts, Acts of God and the public enemy, or by order or direction or other interference by any municipal, State, Federal or other Governmental department, board of commission having jurisdiction, or other causes beyond Lessee's control.

31. Paragraph Headings - Paragraph headings herein are intended only to assist in read identification and are not in limitation or enlargement of the content of any paragraph.

32. Notices - Any notice or other communication from either party to the other pursuant to this Agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For Lessor: Monroe County Board of County Commissioners  
P. O. Box 1680  
Key West, Florida 33040

For Lessee: Properties Department  
Avis Rent A Car System, Inc.  
900 Old Country Road  
Garden City, New York 11530

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

(c) to make no alterations, additions or improvements to the demised premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld;

(d) to keep and maintain the demised premises in good condition, order, and repair during the term of this Agreement, and to surrender the same upon the expiration of the term in the condition in which they are required to be kept, reasonable wear and tear and damage by casualty, not caused by Lessee's negligence, riot and civil commotion, excepted;

(e) to observe and comply with any and all requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations, and standards applicable to Lessee or its use of the demised premises, including, but not limited to, rules and regulations promulgated from time to time by or at the direction of Lessor for administration of the Airport;

(f) to pay all taxes assessed or imposed by any governmental authority upon any building or other improvements erected or installed on the demised premises during the term of this Agreement; and,

(g) to carry fire and extended coverage insurance, if obtainable, on all fixed improvements erected by Lessee on the demised premises to the full insurable value hereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property, but in no event an amount in excess of Lessee's original cost of constructing said fixed improvements.

**7. Lessor's Inspection and Maintenance** - Lessor and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

(a) to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto; or

(b) to perform essential maintenance, repair, relocation or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the demised premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee, and provided further, that the entire cost of such work, including but not limited to the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the demised premises by Lessor, Lessee or third parties, as a result of the exercise by Lessor or its rights hereunder, and the repair of all damage to such fixed improvements caused thereby, shall be borne solely by Lessor.

**8. Indemnification** - Lessee shall indemnify and hold Lessor forever harmless from and against all liability imposed upon Lessor by reason of legal liability for injuries to persons, or wrongful death, and damages to property caused by Lessee's operations or activities on such premises or elsewhere at the Airport, provided that Lessor shall give Lessee prompt and timely notice of any claim made against Lessor which may result in a judgment against Lessor because of such injury or damage and promptly deliver to Lessee any papers, notices, documents, summonses, or other legal process whatsoever served upon Lessor or its agents, and provided, further, that Lessee and its insurer, or either of them, shall have the right to investigate, compromise, or defend all claims. actions and proceedings to the extent of the insurance coverage.

9. Liability Insurance - Lessee shall carry public liability insurance with responsible insurance underwriters, insuring Lessee and Lessor against all legal liability for injuries to persons, or wrongful death and damages to property caused by Lessee's activities and operations on said premises, with liability limits of not less than \$100,000.00 for any one person, and not less than \$300,000 for any accident involving injury or wrongful death to more than one person, and not less than \$25,000.00 for property damage resulting from any one accident. Lessee shall furnish Lessor with a copy of such insurance policy which shall provide that Lessor is an insured under said policy, and that said policy cannot be cancelled or materially modified except upon ten (10) days' advance written notice to Lessor.

10. United States' Requirements - This lease shall be subject and subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation of maintenance of the Airport, provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Lessee in and to the demised premises and improvements thereon, and to compensation for the taking thereof, and payment for interference therewith and for damage thereto, caused by such agreement or by actions of the Lessor or the United States pursuant thereto.

11. Lessor's Covenants - The Lessor covenants and agrees that:

(a) Lessor is the lawful owner of the property demised hereby, that it has lawful possession thereof, and has good and lawful authority to execute this lease; and,

(b) throughout the term hereof Lessee may have, hold and enjoy peaceful and uninterrupted possession of the premises and rights herein leased and granted, subject to performance by Lessee of its obligations herein.

12. Cancellation by Lessor - Lessor shall have the right upon written notice to Lessee to cancel this Agreement in its entirety, upon or after the happening of one or more of the following events, if said event or events shall then be continuing:

(a) if Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Laws or any other similar law or statute of the United States or any state, or government, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Lessee;

(b) if by order or decree of a court of competent jurisdiction Lessee shall be adjudged bankrupt or an order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws or any law or statute of the United States or any state, territory, or possession thereof, or under the law of any other state, nation or government, provided, that if any such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation given shall be and become void and of no effect;

(c) if by or pursuant to any order or decree of any court of governmental authority, board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take

possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided, that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee diligently and in good faith contest the same, any notice of cancellation shall be and become null, void and no effect;

(d) if Lessee fails to pay the rental charges or other money payments required by this instrument and such failure shall not be remedied within thirty (30) days following receipt by Lessee or written demand from Lessor so to do;

(e) if Lessee defaults in fulfilling any of the terms, covenants, or conditions required of it hereunder and fails to remedy said default within thirty (30) days following receipt by Lessee of written demand from Lessor so to do, or if, by reason of the nature of such default the same cannot be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor so to do, then, if Lessee shall have failed to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof.

13. Cancellation by Lessee - Lessee shall have the right, upon written notice to Lessor, to cancel this Agreement in its entirety upon or after the happening of one or more of the following events, if said event or events is then continuing:

(a) the issuance by any court of apparent competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the demised premises or preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least one hundred twenty (120) days;

(b) the default of Lessor in the performance of any of the terms, covenants, or conditions required of it under this instrument and the failure of Lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee so to do, except that if by reason of the nature of such default, the same cannot be cured within said thirty (30) days, then Lessee shall have the right to cancel if Lessor shall have failed to commence to remedy such default within said thirty (30) days following receipt of such written demand, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;

(c) the inability of Lessee to conduct this business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (i) any law, (ii) any rule, order, judgment, decree, regulation, or other action or non-action of any Governmental authority, board, agency or officer having jurisdiction thereof.

(d) if the fixed improvements placed upon the demised premises are totally destroyed, or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition as to which Lessee is the sole judge. In any such case, the proceeds of insurance, if any, payable by reason of such loss shall be apportioned between Lessor and Lessee, Lessor receiving the same proportion of such proceeds as the then expired portion of the lease term bears to the full term hereby granted, and Lessee receiving the balance thereof. If the damage results from an insurable cause and is only partial and such that the said fixed improvements can be restored to their prior condition within a reasonable time, then Lessee shall restore the same with reasonable promptness, and shall be entitled to receive and apply the proceeds of any insurance covering such loss.

15. Lessee's Reserved Rights - Nothing contained in this Agreement shall limit or restrict in any way such lawful rights as Lessee may have now or in the future to maintain claims against the federal, state, or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the demised premises, including fixed improvements thereon, or of all or a material part of the Airport with adverse effects upon Lessee's use and enjoyment of the demised premises for the purposes hereinabove set forth; and Lessor hereby agrees to cooperate with Lessee in the maintenance of any just claim of said nature, and to refrain from hindering, opposing, or obstructing the maintenance thereby Lessee.

16. Assignment and Subletting - It is expressly agreed and understood that any and all obligations of Lessee hereunder may be fulfilled or discharged either by Lessee or by a Licensee member of the Avis System duly appointed thereto by Avis Rent A Car System, Inc., and that any and all privileges of every kind granted Lessee hereunder extends to any Licensee appointed; provided, however, that notwithstanding the method of operation employed by Lessee hereunder Lessee always shall continue to remain directly liable to Lessor for the performance of all terms and conditions of this Lease. Except as hereinabove set out the premises may not be sublet, in whole or in part, and Lessee shall not assign this agreement without prior written consent of Lessor, nor permit any transfer by operation of law of Lessee's interest created hereby, other than by merger or consolidation.

17. Other Use - Lessee shall not use or permit the use of the demised premises or any part thereof for any purpose or use other than as authorized by this Agreement.

18. Liens - Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or sub-contractors upon the demised premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of Lessee.

19. Time - In computing Lessee's time within which to commence construction of any fixed improvements or to cure any default as required by this Lease, there shall be excluded all delays due to strikes, lockouts, Acts of God and the public enemy, or by order or direction or other interference by any municipal, State, Federal or other Governmental department, board of commission having jurisdiction, or other causes beyond Lessee's control.

20. Paragraph Headings - Paragraph headings herein are intended only to assist in ready identification and are not in limitation or enlargement of the content of any paragraph.

21. Notices - Any notice or other communication from either party to the other pursuant to this Agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For Lessor: Monroe County Board of County Commissioners  
PO Box, 1680  
Key West, Florida 33040



or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officer or representative thereunto duly authorized, the day and year first above written.

Monroe County

By: Wilhelm H. H. H.

Attest: DANNY L. KOLHAGE, Clerk

Danny L. Kolhage, D. C.

Avis Rent A Car System, Inc.

By: Robert J. M. M.

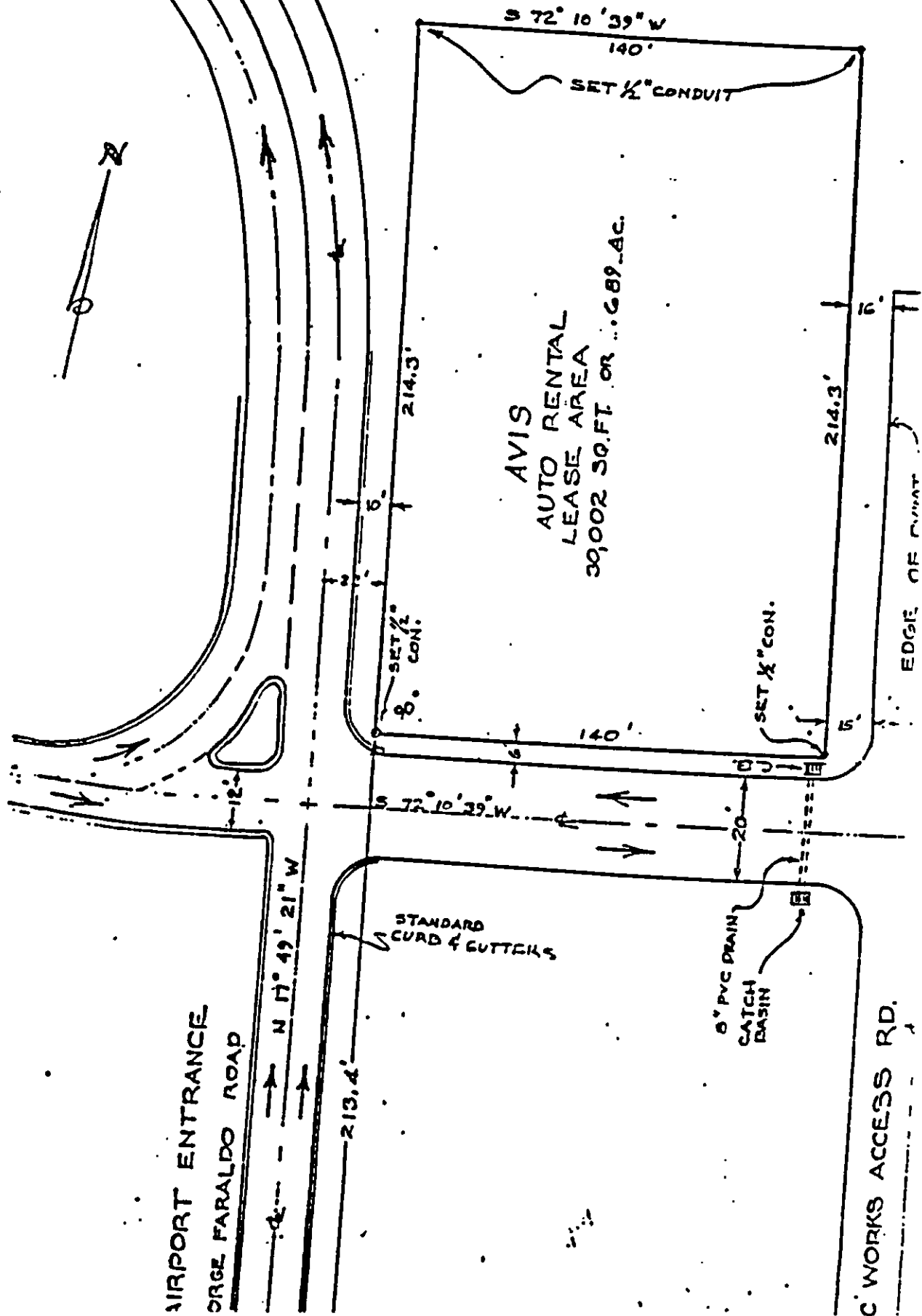
Attest:

James M. H. H.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.

James M. H. H.

• • • • •



AVIS SERVICE FACILITY  
LEGAL DESCRIPTION

A portion of Monroe County property being leased to an Automobile Rental Agency at the County International Airport Facility for the purpose of a parking lot.

This parcel of land being leased in Section 3, Twp. 68 S, Rge. 25 E, on the Island of Key West, County of Monroe, State of Florida and being more particularly described by metes and bounds as follows:

Commence at a point 22.0' East of the intersection of the centerline of the Airport Entrance Road and a line formed by the tangent line parallel to the back of the curb at A-1-A or South Roosevelt Blvd., said centerline being located approximately 365.0' East of the East corner of East Martello Towers. Thence North 17° 49' 12" West in a line parallel to the edge of pavement of existing Airport Entrance Road a distance of 213.4' to a point 10.0' to the East of the existing edge of pavement of the entrance road defined by an iron pipe, said point being point of beginning of parcel of land herein described: Thence from said point of beginning and @ Right Angles to previous course, along a course North 72° 10' 39" East at a distance of 140.0' to a ½" conduit, Thence North 17° 49' 21" West at a distance of 214.3' to a ½" conduit, Thence South 72° 10' 39" West at a distance of 140.0' to a ½" conduit, Thence South 17° 49' 21" East at a distance of 214.3' back to the point of beginning.  
This parcel containing .689 acres.

Art Skelly  
Director of Airports

RESOLUTION NO. 278-1986

A RESOLUTION AUTHORIZING THE MAYOR AND CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY TO APPROVE AND EXECUTE AN AIRPORT SERVICE FACILITY LEASE BY AND BETWEEN MONROE COUNTY AND AVIS RENT A CAR SYSTEM, INC., FOR THE KEY WEST INTERNATIONAL AIRPORT.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, as follows:

That the Mayor and Chairman of the Board of County Commissioners of Monroe County, Florida, is hereby authorized to approve and execute an Airport Service Facility Lease by and between Monroe County and Avis Rent a Car System, Inc., a copy of same being attached hereto, for the Key West International Airport.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 5th day of September, A.D. 1986.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By William H. Hannon  
Mayor/Chairman

(Seal)

Attest: DANNY L. KOLHAGE, Clerk

Danny L. Kolhage, D. L.  
Clerk